

STE K250

Payee Name / Address:

TEXAS PREGNANCY CARE NETWORK

1101 S CAPITAL OF TEXAS HWY

WEST LAKE HILLS, TX 78730-5115

Purchase Voucher

Agency; 529

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Voucher Number: 01179181

USAS Doc Number:

TCode: AP-225-STD

Origin ; ONL

Payee ID/Check/Mail: 1760802397/8/000

Freight Amount:

\$0.00

Gross Amount (includes Frt.):

\$762,500.00

Discount Amt Taken:

\$0.00

						Paymen	t Amount:	\$	762,500.00
			1	≠otb H	ERE				
Line	POID PCC R	TI Invoice I	D 1	Invoi	ce Descri	iption			AMOUNT
1 0000094898 0 TPCN-1			3.6 TPCN-13.6 (Fulfill the terms of contract)			contract)	\$762,500.00		
ShipTo	ID Non-HHSAS Cntro	<u>t ID</u>							/
2010						Invoice DT:	01/20/17	Reqt'd Pay DT	/i
	Contract #	Wkfc	Org PmtDt)	IC RO	2	Inv Recv'd DT:		Pay Due DT:	02/24/17
	529-16-0004-00001	N N	/_			Service DT:	01/20/17	PODT:	09/01/16
	Account Entry Ev		Dept.	Program	Class	Budget Ref	Pri/Gran	_	Amount
1.1	725300	0001	716	5016	03138	2017 Conf:N	TANF10		\$762,500.00 ified Amt: 0.00
	Open Item Key:		·			Contin		Cert	illed Attit. 0.00
I appro	ptive Legal Text (DLT Co oved this voucher for paymers over purchased. The invoice	ent. The above	goods or serv	ices correspo orrect. The p	nd in ever	y particular with omplies with the (the contract General Appro	under which opriations Act.	
		po				FEB	2 1 201	7 01/2	6/2017
Approved By			Approver Phone(Area+Number)			Date Approved		DateEntered into HHSAS Kulkarni,Anjali Narayan	
Approved By			Approver Phone(Area+Number)		Date Approved		Entered By		
- Contact Name			Contact	Phone(Area+	Number)				

Report ID: ACAP2577.rpt

Database: FPRD529

Page 10 of 10

Run Date: 01/26/2017, 10:03:22AM

Prepared By: Kulkarni, Anjali Narayan



RECEIVED

JAN 2 5 2017

HHSC ACCOUNTING

Texas Pregnancy Care Network (TPCN)

INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN) 1101 S. Capital of Texas Highway Building K, Suite 250 Austin, TX 78746

Billing Address:

Leroy Torres
Office of Women's Health and Educational Services
Moreton Bldg. Room 342, Mail Code 1326
1100 W. 49th Street
Austin, TX 78756
Submitted via Email to: whsfinance@hhsc.state.tx.us

Remittance Address:

Texas Pregnancy Care Network 1101 S. Capital of Texas Highway Building K, Suite 250 Austin, TX 78746

Taxpayer ID No. 76-0802397 Amounts due may be remitted by Electronic Funds

To: Business Bank of Texas, N.A. 1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758
Routing No. 114925615
Account:
Texas Pregnancy Care Network
1005126

Invoice Number: TPCN-13.6 Invoice Date: January 20, 2017
Due Date: February 28, 2017

For Professional Services Rendered:

RE:

Contract Number: 529-16-0004-00001A

TPCN is submitting this invoice according to the terms of Section VIII of the Contract between TPCN and HHSC executed on or about May 24, 2016 (attached).

Payment 13.6: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: February 28, 2017

\$762,500.00

Amount Due

~1/24/17

\$762,500.00

1101 S CAPITAL OF TEXAS HIGHWAY BLDG K SUITE 250 AUSTIN, TEXAS 78746 TEL: 512-637-7011 • FAX: 512-637-7012 • WWW.TEXASPREGNANCY.ORG UTC. Specifically, and without limitation, TPCN will perform in accordance with the specifications contained in Sections 1.16, and 2 of the RFP, this Section VII and TPCN's Proposal as modified and clarified.

VIII. BUDGET AND INVOICING

The total amount of this Contract will not exceed \$11,437,500 (\$2,287,500 in fiscal year 2016 and \$9,150,000 in fiscal year 2017). All expenditures on this Contract will be actual costs that derive from services provided and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws; Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200; TPCN's Budget, Budget Narrative/Budget Justification ("Budget Pages"), and Plan of Operations. TPCN will submit an invoice along with the Program Report to the Contract Representative identified in Section X, in a manner acceptable to HHSC, by the twentieth day after the last day of each month in which services were provided. Upon HHSC request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

If TPCN provides services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting). Payments of invoices by HHSC under this Contract will be made in accordance with Chapter 2251 of the Texas Government Code, using the following schedule:

PaymentNo.	Description	Due Date	Amount
12.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2016	\$762,500.00
12.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2016	\$762,500.00
12.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2016	\$762,500.00
13.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2016	\$762,500.00
13.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2016	\$762,500.00
13.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2016	\$762,500.00

PaymentNo.	Description	DueDate	Amount
13.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2016	\$762,500.00
13.5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 31, 2017	\$762,500.00
13.6	Project Admin, Statewide) Information, Outreach, Education) & Referral Programs & Services) and Client Services)	(February 28, 2017)	\$762,500.00)
13.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 31, 2017	\$762,500.00
13.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 30, 2017	\$762,500.00
13.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 31, 2017	\$762,500.00
13.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2017	\$762,500.00
13.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2017	\$762,500.00
13.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2017	\$762,500.00

If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC. Payments are subject to the restrictions in Section 1.7.2, 2.9 and 2.10 of the RFP. HHSC reserves the right to recoup and overpayments, improper payments, unsupportable payments, or otherwise do not meet the requirements of the Contract. TPCN must repay HHSC any such recoupment within the timeframe specified by HHSC or, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to TPCN by such amount.

TPCN must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget. TPCN must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.

Health & Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms Freight Terms Ship Via	Purchase Ord	ler 50000 7 00000	204000
Net 30 FOB Dest. Prepaid & AllBEST WAY		52900-7-00000	<u> </u>
If advertised by informal bid, Invitation for Offer, or Request	Date	Revision	Page
for Proposal; all specifications, terms, and conditions set	09/01/2016		1
forth in the advertisement and vendor's conforming responses	Ship To:	Community Service Administrati	
become a part of this numbered purchase order. Contractor		HEALTH & HUMAN SERVICES COMM	MISSION
guarantees goods or services delivered meet or exceed		909 W 45th St	
numbered purchase order requirements.		PO Box 12668	
All shipments, shipping papers, invoices, and correspondence		Austin TX 78751	
must be identified with our Purchase Order Number.		United States	

Vendor: 1760802397 TEXAS PREGNANCY CARE NETWORK 1101 S CAPITAL OF TEXAS HWY STE K250 WEST LAKE HILLS TX 78730-5115

BIII To: Health & Human Services Commission

Mail Code: 3500

4900 N. Lamar Blvd, 5th Floor

Austin TX 78751 United States

Purchaser: Marshall,Carol Beth (PCS 512-406-2476

Line-Sch Inventory Item ID - Line Description Class-Item Quantity UOM PO Price Extended Amt Due Date

a. chap. 531, Chapter 2155.144 TGC, as amended, and any administrative rules adopted thereunder;

b. 1 T.A.C. Chapt. 391;

c. General Appropriations Act, Senate Bill 1, 79th Legislature, Reg Session, 2005, Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and

d. Any other pertinent provisions of federal or state law.

Contract Manager - Andrea.Costley@hhsc.state.tx.us

Phone - 512-206-5624

Final Destination Customer - Andrea.Costley@hhsc.state.tx.us

Phone - 512-206-5624

Agency Contact - Beth.Zahn@hhsc.state.tx.us

Phone - 512-206-5624

HHSC Purchaser: Carol Marshall, CTPM-carol.marshall2@hhsc.state.tx.us

Phone: 512-406-2476

Justification/Comments: This contract is for the program and administration of the Alternative to Abortion - a statewide program for females focused on pregnancy support services that promote childbirth.

Contract Number: 529-16-0004-00001

TIN: 17608023978

Service Dates: 09/1/2016-09/31/2017

Total contract amount is \$9,150,000.00 - not to exceed \$762,500.00 per month for the months of September 1, 2016- August 31, 2017

Vendor: Texas Pregnanacy Care Network

PO Bill To Information:

Health & Human Services Commission Mail Code: 3500 4900 N. Lamar Blvd, 5th Floor Austin, TX 78751 (512) 424-6518

Bill To Code: 3500

1- 1

1.00LOT 9,150,000.00000 9,150,000.00 09/01/2016

Fulfill the terms of contract number:

529-16-0004-00001

From: 09/01/2016 through

08/31/2017

962-58

Schedule Total

n

9,150,000.00

Contract ID: 529-16-0004-00001

Contract Line:

Release: 2

Health & Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms	Freight Term	IS	Ship Via		Purchase Ord	ter 50000 7 00	00004000
Net 30	FOB Dest.	Prepaid & All	BEST WAY			52900-7-00	00094090
If advertised	by informal	bid, Invitation	on for Offer, or I	Request	Date	Revision	Page
for Proposal;	all specific	cations, terms	s, and conditions	s set	09/01/2016		2
forth in the a	dvertisemen	t and vendor's	s conforming resp	onses	Ship To:	Community Service Administrati	
become a part	of this num	bered purchase	e order. Contract	cor		HEALTH & HUMAN SERVICES C	OMMISSION
guarantees goo	ds or servi	ces delivered	d meet or exceed			909 W 45th St	
numbered purch	ase order r	equirements.				PO Box 12668	
All shipments,	shipping p	apers, invoice	es, and correspon	idence		Austin TX 78751	
must be identi	fied with o	ur Purchase O	rder Number.		•	United States	

Vendor: 1760802397 TEXAS PREGNANCY CARE NETWORK 1101 S CAPITAL OF TEXAS HWY STE K250 WEST LAKE HILLS TX 78730-5115

Bill To: Health & Human Services Commission

Mail Code: 3500

4900 N. Lamar Blvd, 5th Floor

Austin TX 78751 United States

Purchaser: Marshall,Carol Beth (PCS 512-406-2476

Line-Sch Inventory Item ID - Line Description Class-Item Quantity UOM PO Price Extended Amt Due Date

Item Total for Line

1

9,150,000.00

Total PO Amount

9,150,000.00

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.